

REQUEST FOR PROPOSAL Cover Sheet

Date Due: May 3rd, 2019
DUE NO LATER THAN 3:00 P.M.
LOCAL TIME IN NEW ORLEANS, LA

*Proposals received later than the date
and time above will not be considered.*

REQUEST FOR PROPOSAL: To provide bus transportation services for students attending a collective of schools listed in specifications(the “School”).

NOTE TO PROPOSERS:

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples and return as instructed in Special Requirements/Instructions. The Schools in this Request will directly contract with chosen vendor at the sole discretion of the School.

RETURN PROPOSAL TO:
New Orleans College Prep
2301 Marengo St.
New Orleans, LA 70115
ATTN: Anthony Crim

For additional information, contact Anthony Crim at acrim@nolacollegeprep.org or 504-715-4502.

You must sign below in INK; failure to sign WILL disqualify the proposal. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No.: _____ FAX No.: _____

Email: _____

Print Name: _____ Signature: _____

[Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.]

INTENT TO RESPOND

Vendor: If you intend to respond to this offer, please email this one-page form to Anthony Crim (Email: acrim@nolacollegeprep.org) no later than 3:00 PM local time in New Orleans, Louisiana on April 22, 2019

DATE: _____

TO: Anthony Crim, Director Of Operations and Facilities- acrim@nolacollegeprep.org

FROM: _____ (Company Name)

_____ (Street Address)

_____ (City, State, Zip)

_____ (Contact Name)

_____ (Phone Number)

RE: Vendor's intent to respond to proposal to provide transportation services for the School

In order that the School may assess your interest in this job, please check one of the below and email form to Anthony Crim at acrim@nolacollegeprep.org.

Our company intends to respond to this job _____

Our company declines to respond to this job _____

Reason for declining (*optional*):

Declining to respond will not eliminate you from future consideration for jobs with the School.

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (RFP) package. Suppliers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Anthony Crim at 504-715-4502.

It is the vendor's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. Cover Sheet

Your company name, address, and your signature (**IN INK**) should appear on this page.

2. Table of Contents

This page is the Table of Contents.

3. General Requirements

You should be familiar with all of the General Requirements.

4. Special Requirements/Instructions

This section provides information you must know in order to make a complete and proper proposal.

5. Specifications

This section contains the detailed description of the products/services sought by the School.

6. Attachments

A. Submittals 1 - 11

B. School Proposal Form

C. Transportation Assurances

D. Contractor and Driver Expectations

E. Contractor Insurance Requirements

F. Student Transportation Agreement for services sought herein

G. Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)

GENERAL REQUIREMENTS

AWARD

The School reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of the School and to waive any and all minor irregularities in any proposal(s). The School further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of the School.

OFFER COMPLETION

Fill out and return to Anthony Crim the School's Director of Operations and Facilities, one complete proposal form, and one complete copy, as instructed under the Special Requirements section of this document. An authorized company representative should sign the Cover Sheet. Completion of these forms is intended to verify that the proposer has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements. Proposals must be submitted in hard copy.

The submission of a response shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed. All terms, conditions, specifications, stipulations and supplier requirements stated in the RFP, any attached Appendices to the RFP and any and all Addenda issued shall become part of the contract entered into between the School and the Supplier.

OFFER RETURNS

Proposers must return all completed proposals to the office of the School's Director of Operations and Facilities as indicated on the Cover Sheet of this package. Late proposals will not be accepted. It is the responsibility of the responding supplier to assure that the response is received prior to the date/time indicated on the Cover Page of this package.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the School and the proposer. Any price escalations are limited to those stated by the proposer in the original proposal.

EVALUATION

In evaluating the proposals submitted, the School will apply the "Best Value" process in selecting the supplier to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations:

1. The quality and range of goods and/or services the firm proposes to provide.
2. The extent to which the goods and/or services meet School needs.
3. The proposer's overall experience, reputation, expertise, stability and financial responsibility.
4. The proposer's past relationship, if any, with the School and other schools for whom the proposer has provided transportation services in the past.

5. The experience and qualifications of the staff (i.e. drivers, supervisors, dispatchers, mechanics, etc.) that will be assigned to service the School account.
6. The ability to provide service in a safe, reliable, expedient and efficient manner.
7. Facilities and business processes and practices (computerized information systems, access to industry facilities, quality and range of management reports, etc.) that will be used in servicing the School account.
8. The Proposer's financial terms offered to the School.
9. The total long-term cost to the School to acquire the Proposer's goods or services.
10. Any other relevant factor(s) specifically listed in the request for proposals.

All proposals must be valid for a minimum period of one hundred-eighty (180) days from the due date of this RFP. Proposers shall furnish the School such additional information as the School may reasonably require.

The School reserves the right to contact references from the Supplier's client list, or any other persons considered relevant.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The Supplier shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

The School reserves the right to conduct personal interviews of any or all potential suppliers prior to selection. The School will not be liable for any costs incurred by the supplier in connection with such interviews or with the submission of any response.

All proposers shall agree to use the Student Transportation Agreement attached as Attachment F if selected under this RFP.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of the School shall govern.

GOVERNING LAW

Any agreements resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Louisiana applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Louisiana, and agree that any court of competent jurisdiction sitting in the Parish of Orleans, State of Louisiana, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such agreements.

HOLD HARMLESS AGREEMENT

The successful supplier(s) shall indemnify, hold harmless, and defend the School, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent

act, conduct or misconduct of the contractor and its subcontractors, agents and employees (paid or volunteer) in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

INSPECTIONS

The School reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and needs of the School. If a proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the School can reject the proposal as inadequate.

INVOICES AND PAYMENTS

The School's standard payment terms are net 30 days after receipt of invoice. When a supplier offers the School a cash discount for payment of an invoice(s) with stated discount terms, every effort will be made to obtain the cash discount.

In the event a supplier presents the School with invoices, statements, reports, etc. that are incomplete, or inaccurate, the School may be required to perform substantial research which could result in delay of payment. The School will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices by supplier.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame and/or method of determining price escalations, if any by proposer. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

TAXES

The School is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, the School will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely.

TERM CONTRACTS

Any contract which results from this RFP shall be for a period of 2 years from the effective date of the contract with an exclusive option by the School to renew on an annual basis thereafter for four (4) additional one-year terms with the consent of both parties.

The successful Supplier, as determined by the School, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No supplier shall obtain any interest or right in any award until the School has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from the School, and even then, only to Qualified

Third Parties, which are third-party to whom the successful supplier has subcontracted, assigned or delegated its responsibilities or obligations hereunder after having (i) received the School's prior written approval to do so and (ii) agreed in writing to be bound by assignor supplier's responsibilities and obligations under the contract.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or, contracted for by the School in the initial maximum 2 year contract term or in subsequent renewals which may or may not be negotiated and agreed to by the School with any supplier(s). However, the supplier(s) awarded the contract shall furnish all required goods and/or services to the School at the stated price, when and if required.

CONTRACT TYPE

The contract type to be awarded is a fixed fee /rate contract.

TERMINATION

The School reserves the right to terminate the contract immediately, without any advance notice, if the School determines, in its reasonable discretion, that the selected supplier's inadequate performance (or non-performance, as the case may be) of its responsibilities or obligations under the contract presents a risk of danger or harm to any of the students.

Each party shall have the right to terminate the contract if the other party breaches any of the terms therein and the breaching party fails to cure the breach within ten days of receipt of written notice of the breach; provided, however, that in the event that the non-breaching party shall have notified the breaching party of a breach of the contract on two (2) separate occasions and the breaching party has cured the breach on each occasion, the non-breaching party shall have the right to terminate the contract immediately upon the occurrence of a third breach of the contract without affording the breaching party the further opportunity to remedy the breach.

Each party shall have the right to terminate the contract if the other party becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, makes an assignment for the benefit of creditors, or is charged with committing a felony or misdemeanor, or if the School's Charter Operating Agreement is terminated or not renewed, upon 30 days' prior written notice to the other party.

The School reserves the right to terminate the contract for convenience by providing 60 days' written notice to the selected supplier.

The School will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The supplier will be liable to the School for all costs exceeding the contract price that the School incurs in completing or procuring the service as described in the proposal. The School's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

ASSOCIATION

Suppliers may not use the School official logo(s), or any phrase associated with the School, without the written permission from the School.

DISCLOSURE

All information and documentation related to this RFP submitted by proposers may be subject to public disclosure under the Louisiana Public Information Act.

EXCEPTIONS, ALTERATIONS, ADDITIONS and MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by proposer to any portion of this RFP, the Supplier must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the proposer of the RFP as proposed by the School. The School reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

MODIFICATION/WITHDRAWL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission, or in person before the response date.

SPECIAL REQUIREMENTS/INSTRUCTIONS

VENDOR INSTRUCTIONS

Responses to this RFP shall be formatted as follows:

All proposals must be submitted on standard 8 1/2 x 11 paper. Proposals may be mailed, emailed or delivered to the offices of the School, ATTN: Anthony Crim, 2301 Marengo Street, New Orleans, LA 70115 or acrim@nolacollegeprep.org]. **ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 PM ON 5/3/2019.**

EVALUATION AND AWARD

This RFP in no manner obligates the School to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the School and may be terminated at any time prior to the signing of the contract.

The School may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful proposer(s). If the School is unable to agree to contract terms, the School reserves the right to terminate contract negotiations with a proposer and initiate negotiations with another proposer. The School reserves the right to select services and products from any number of proposers if in its sole discretion it is in the best interest of the School to do so.

Evaluation will consider the proposal(s) best meeting the needs and requirements of the School and such evaluation and determination of best value shall be solely at the discretion of the School. **Purchase price is not the only criteria that will be used in the evaluation process.**

Submission of a proposal implies the proposer's acceptance of the evaluation criteria and proposer's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

THE SCHOOL RESERVES THE RIGHT TO AWARD ROUTES TO ONE CONTRACTOR, OR MORE THAN ONE CONTRACTOR IN ITS SOLE DISCRETION.

References, site visits, and vehicle inspections may be used to make judgments directly affecting the award of this contract.

NON-PERFORMANCE BY CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by the School on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required personnel standards and operating performance standards;
3. Failure to maintain appropriate and/or necessary personnel licenses and certifications;
4. Failure to meet all vehicle inspections, certifications, etc. which are needed to comply with federal, state and/or local requirements;
5. Failure to keep and maintain all required insurance coverage;
6. Failure to communicate appropriately with School staff regarding safety or health incidents;
7. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All proposers must provide evidence of insurance or insurability, and a Workers' Compensation Certificate (see Attachments C and D).

SCHOOL BUS DRIVER / MONITOR REQUIREMENTS

Adequate numbers of drivers shall be recruited, hired, trained and licensed to meet the regular and substitute driver needs pursuant with the number of routes awarded. It is the responsibility of the supplier to have adequate numbers of drivers available to meet their needs throughout this agreement period. **Failure to have sufficient numbers of drivers to meet the operating requirements for the routes awarded to a supplier will be considered as a serious non-performance issue.**

All drivers on School routes must be properly trained in accordance with all applicable city, state, federal laws which govern their performance. Each driver provided [must be at least 21 years of age] and be in compliance with all city, state and national School bus driver licensing laws. Each driver must be of good moral character, meet all physical requirements, be competent, reliable and be qualified by experience and training to operate School buses.

The School reserves the right, in joint consultation with the selected supplier, but with the decision ultimately left to the School, in its sole discretion, to require monitors or other student assistants on some or all busses or bus routes.

All proposers must have an Accountability and Evaluation Plan for drivers and monitors that outlines how drivers and monitors are held accountable for all policies and regulations, as well as how each driver and monitor is evaluated annually.

BACKGROUND CHECK OF BUS DRIVERS

A criminal history background and motor vehicle record (MVR) check must be completed every year that the contract is in force and effect (including any renewal options) and upon initial hire to determine that all drivers used or to be used on the School routes are in compliance with state statutes regarding individuals operating School buses in the State of Louisiana. **Failure to present background checks of drivers upon request will be considered a breach of the contract.**

The School also reserves the option to conduct their own additional background checks on any and all drivers used or to be used on School routes. [NOTE: ONGOING DISCUSSIONS BETWEEN SCHOOL AND COUNSEL]

BUS DRIVER RECORD KEEPING REQUIREMENTS

Records detailing the status of all drivers used or to be used on the School routes must be maintained and available for inspection at the request of the School. The following items that should be included in a folder on every driver for School routes, include but are not limited to, a copy of the driver's CDL, all other documentation substantiating the driver's acceptable status as a Louisiana School bus operator, evidence of training modules completed, initial and criminal background and MVR checks, annual medical physicals, and drug and alcohol tests.

ROUTING SYSTEMS

All proposers must provide information on the **routing software** currently used by its company and its plan for maximizing efficiency of its routes for the School. Routing software should present a system of record for all routes, current stops and students associated with each stop. Reports could be requested by the School at any time and should be accurate including route name, stop names, stop times (AM and PM) and students assigned to each stop. **Failure to present accurate and current routes within forty-eight (48) hours of request by the School will be considered a breach of the contract.**

VIDEO CAMERA SYSTEMS

The contractor shall agree to have functioning **digital video cameras with sound** (provided by the proposer) installed on buses used to provide transportation services to the School. The video systems may be installed in buses serving the School as deemed appropriate by the School. Contractors will make their buses available at no cost to the School to vendors selected by the School for installations of such systems as directed by the School.

All proposers should provide as reference the daily protocols for accessing video footage when requested by School personnel, including process to retrieve footage and timeline for receipt. **Failure to present video camera footage within twenty-four (24) hours upon request by the School will be considered a breach of the contract.**

GPS SYSTEMS

Proposers will provide buses equipped with operable Global Positioning Satellite tracking systems with a parent friendly mobile app. The systems must be able to track both the location and speed of all buses.

LOUISIANA DEPARTMENT of PUBLIC SAFETY INSPECTION REQUIREMENT

All School buses operating pursuant to this contract must have a valid Louisiana Department of Public Safety Inspection Sticker in the vehicle front window at all times. **Failure to comply with safety requirements will result in a fifty (50) dollar per day penalty until remedied and will be considered as a serious non-performance issue.**

AIR CONDITIONING

The School strongly prefers and encourages all School busses to be equipped with functioning air conditioning systems.

TWO WAY COMMUNICATION SYSTEMS REQUIREMENT

All vehicles furnished under the contract must be equipped with functional 2-way communication equipment which provides for instant communications with all buses used on School routes. The equipment shall be used to improve safety by maintaining communications between the bus terminal/dispatch center and the bus driver. The communications system must have an operational range to allow for instant communications on all School routes. Suppliers must provide dispatch operation and telephone accessibility to the School at all times when buses are transporting the School students on either routes or to or from extracurricular activities.

ADVERTISING ON SCHOOL BUSES

No school bus shall have advertising placed upon it while operating routes awarded through this agreement without the written agreement of the School.

AGE OF SCHOOL BUSES

The date of manufacturer of the body of the school bus will be the date used to determine the manufacture date of the completed school bus. No bus shall be used to service a School route, including spare buses, that exceeds 180 months in age. The School desires to have a modern fleet of buses providing service to its students. The age of buses that proposer offers to provide for services will be an important consideration in the selection of a supplier.

ROAD SERVICE

Each contractor that has 25 or more routes assigned must have a service vehicle to perform road service calls. Those with less than 25 routes assigned must have a documented road service resource on call.

ACCOUNT MANAGER

The School must be assigned one Account Manager to serve as point of contact for all School transportation-related issues. **Failure to notify the School within twenty-four (24) hours of a change of Account Manager will be considered a breach of the contract. Account Manager must be available 24-hours per day in case of emergency.**

PREVENTATIVE MAINTENANCE PROGRAM FOR SCHOOL BUSES

All vehicles to be used by the contractor must have regularly scheduled maintenance per the bus manufacturer's schedule and tires must have adequate tread and in accordance with Applicable Law.

PREVENTATIVE MAINTENANCE AND REPAIRS RECORD KEEPING

As a minimum, a file must be maintained on each bus that identifies all work (repairs and routine preventative maintenance) performed on the bus during the term of the contract. Any documents evidencing inspections performed by the Louisiana Department of Public Safety must be maintained as well. **Failure to present complete files within forty-eight (48) hours upon request by the School will result in a one hundred (100) dollar penalty per file and will be considered as a serious non-performance issue.**

DEVELOPMENT OF SCHOOL BUS ROUTES

The School will provide to the selected supplier certain information that will be necessary for the supplier to develop routes. The selected supplier shall be primarily responsible for planning all routes, subject to input from and meaningful consultation with the School and subject further to the following routing parameters:

1. *AM Route Services & PM Route Services:* School Bus will arrive at the School at [TBD] am every day with the AM Route and depart at from the School by [TBD] pm, every afternoon with the PM Route. Unless otherwise agreed to by selected supplier in writing, no route for AM Route Services and PM Route Services may exceed one hour and twenty minutes (1:20) and any additional route duration or stops shall be subject to additional charges.
2. *Other Services: After-School Routes:* Unless otherwise agreed to by selected supplier in writing, no route for other services which pertain to "After-School" Services may exceed seventeen (17) stops, and any additional stops shall be subject to additional charges.
3. *Other Services: Special Needs:* Unless otherwise agreed to by selected supplier in writing, no route for other services which pertain to "Special Needs" Services may exceed two (2) hours, and any additional duration shall be subject to additional charges.

(collectively, the "Routing Parameters"). The School will provide to the selected supplier the routing information set forth in the Routing Parameters, together with all Student data and other information reasonably requested by the selected vendor (collectively, the "Routing Information") within the time periods corresponding to the type of Services being provided, as set forth below:

1. AM Route Services and PM Route Services. For all AM Route Services and PM Route Services provided hereunder, the School will provide information required for routing to Contractor in writing by June 30th of the first year of the term of the contract, and for each subsequent School-Year no later than August 1st of that year in order for Contractor to determine the most appropriate AM Routes and PM Routes.
2. Special Event Route Services. For any Special Event Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least twenty-four (24) hours prior to the requested commencement of such services.
3. Other Transportation Services. For any such Other Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least seventy-two (72) hours prior to the requested commencement of such Services.

MONTHLY ROUTE SUMMARIES

Vendor shall provide an average student rider count and route mileage report for each route operated once a month as required by the School. To facilitate the adjustment of routes as needed to accommodate student needs and to ensure effective and efficient routing and scheduling, more frequent reports may be required of vendors by the School, especially in the early weeks of each semester and summer program. **Failure to provide monthly reports to the School will be considered a breach of the contract.**

ARRIVAL TIMES AT SCHOOL

Buses shall arrive at School as determined appropriate by the School in the AM. Buses shall be in designated loading locations at least 15 minutes prior to dismissal time in the PM. Buses

shall not leave a campus until signaled by a designated School representative that all students are loaded in the PM. School personnel shall be notified no later than fifteen (15) minutes prior to arrival or dismissal times of any delayed buses and the reason for the delay.

DRY RUNS

Vendors shall perform at their expense, a minimum of one "dry-run" on all regular routes awarded prior to the regular School year or summer School term starting. The dry-run shall be made on the day and time as designated by the School. A designated campus official must approve sign-in sheets indicating dry-runs were conducted.

DRIVER PROFESSIONAL DEVELOPMENT AND TRAINING

All proposers must provide an outline of proposer-offered driver training and ongoing professional development as reference for consideration. Selected vendors must be willing to enforce mandatory professional development for drivers and supervisory staff if requested by the School.

OPERATING SCHOOL BUS ROUTES

Bus drivers shall operate all routes in accordance with accepted safe School bus driving practices. Supplier agrees to abide by the reasonable requests of the School to replace a bus driver for poor performance or unsafe bus driving practices.

DRIVER AND VEHICLE LISTS

Vendor shall provide lists of driver names, contact information to the School at the reasonable requests of the School. It is the responsibility of the vendor to notify the School when there is a permanent change of driver for any daily route. Such lists will be required at least once a month and more frequently prior to and during each School year start-up. The School reserves the right to request updated lists at any time to evaluate the supply of drivers or vehicles. The format of vehicle and driver lists shall be determined by the School and will be supplied to vendors.

DRUG AND ALCOHOL TESTING PROGRAM

Vendors shall comply with the current US Department of Transportation and State of Louisiana regulations pertaining to drug and alcohol testing of licensed School bus drivers. Pre-employment, post accident, and random testing must be conducted. All required Louisiana Department of Public Safety reports shall be filed in a timely manner. Drivers testing positive to drugs or alcohol shall be removed permanently from all the School routes. Drivers shall be suspended during any investigation to determine levels of drugs or alcohol.

QUALITY ASSURANCE AUDITS

Vendor shall cooperate with the School in conducting quality assurance audits as determined appropriate by the School. Quality Assurance Audits will be scheduled at least one week in advance. Unscheduled audits and inspections shall be conducted the School as the need warrants. Inspection of vehicles by the School shall be an integral part of the audits.

ACCIDENT/INCIDENT PROCEDURES

Each accident or serious incident that occurs while operating a School bus route shall be reported to the School by the vendor as soon as possible but in no case shall more than one hour elapse between accident/incident and the School notification. The initial report from the vendor shall be made by the method determined appropriate by the School. **Failure to notify the School within one (1) hour of an accident will be considered a breach of the contract.**

Each accident or serious incident must also be reported in writing to the School. Within twenty-four hours of an accident or incident occurrence, the School must receive the written report.

This report must include the name and School of all students involved in the accident or incident. The School retains the right to require an investigation of accident/incidents including a written report with changes to processes to be implemented if warranted. **Failure to provide the School within twenty-four (24) hours will be considered a breach of the contract.**

All proposers must submit established protocol for accident/incident procedures for reference as part of RFP.

STUDENT DISCIPLINE RESPONSIBILITIES

Drivers are responsible for student safety while on the bus. Proper student behavior shall be required of students by bus drivers in an effort to provide safe transportation. The selected supplier will notify the School in the event any student behaves in a manner which (i) creates an unsafe condition for the driver or any other students; (ii) to the best of selected supplier's knowledge, is in violation of applicable law or any of the Student Bus Policies; or (iii) results in any damage or repairs to any vehicle used by the selected supplier to provide the services hereunder (each event, a "Student Safety Incident"). The School and selected supplier agree to discuss all Student Safety Incidents following the selected supplier's notification thereof, and to work together in good faith to correct the situation.

Drivers are not allowed to physically discipline students, evict them from the bus, or determine their own consequences. The School principal or designated representative shall be responsible to administer student discipline following the School's Student Code of Conduct, which may include suspension or denial of bus riding privileges.

BUS MONITORS

If discipline problems or other special circumstances arrive, bus monitors may be required on the School routes. The provider should submit costs for providing bus monitors. Monitors must be at least 21 years of age and of good moral character. Monitors shall work with the driver and the School to maintain safe bus behavior and must be approved by the School prior to being added to any route.

RESPONSIBILITY FOR PERFORMANCE

The supplier shall be responsible for the performance of all staff, equipment and procedures. The School reserves the right to reasonably require the suspension or removal of any of Supplier's employees, equipment, or process for unacceptable performance. This employee, equipment, or process, shall not be used to meet the requirements of this agreement until such time as the School authorizes its use in writing.

DOUBLING OF ROUTES

Doubling of routes by the same bus is considered to be a serious infraction of the contract. Doubling of routes is different from pairing routes in that the second route, if doubled, operates considerably later than normally scheduled and occurs because of a shortage in drivers or buses. Each route that is doubled shall be reported to the School and the designated School administrator as to the estimated arrival time at School as soon as possible. Each occurrence of a doubled route shall be reported in writing to the School and the designated School administrator within eight working hours of occurrence with the reason and remedy clearly identified.

LATE ROUTES

Schools must be notified by phone as soon as possible if a route is operating 10 minutes or more late, for any reason. A bus is considered late if it arrives at a campus more than 10 minutes past its scheduled arrival time.

ROUTE SIGNS

Each bus operating a route through this agreement must have a sign provided by the School located in the passenger door side forward-most window and the passenger door side rear window as prescribed by the School or in another location with the prior approval of the School. Route signs must be present at all times during the School routes. Each sign must contain the School destination name(s) and route number of each route clearly printed.

GOVERNMENT VIOLATIONS

Vendor shall notify the School of all health and safety violations, OSHA violations, wage and hour violations, labor violations assessed by any city, state or federal government depart or agency.

USE OF VEHICLES

Passengers other than students assigned by the School shall not be transported at the same time without authorization of the School.

OWNERSHIP OF VEHICLES

All vehicles used by a supplier for services awarded under this agreement must be registered under the name of the vendor. All vehicles must be included under the insurance coverage carried by the vendor.

NON-SCHOOL DAY SPECIAL TRIPS

The need for special trip transportation service on non-School days may occur. The length of these trips will vary. A dispatcher, at a minimum, shall be on duty for the duration of each of the trips. Some large group trips may require a supplier to provide additional staff for complete success.

NON-COMPLIANCE NOTIFICATION

If the School determines, in its reasonable discretion, that the selected supplier's inadequate performance (or non-performance, as the case may be) of its responsibilities or obligations under the contract presents a risk of danger or harm to any of the students, the School may terminate the agreement immediately, without any advance warning or prior written notice to the selected supplier.

In the event a supplier is determined by the School to have failed to perform services in accordance with the requirements listed herein, other than as specified in the preceding paragraph, the School will forward a written notification specifying the violation or the area of non-compliance to the supplier. The supplier in non-compliance shall immediately remedy all violations as determined by the School. Any violations not so remedied shall be grounds for termination of the contract, in whole or in part.

ASSURANCES

All proposers must verify and confirm that their fleet is in compliance with all State and Federal regulations regarding student transportation. Each proposer must complete and sign the Transportation Assurances (Attachment C) provided in the packet.

CONTRACTOR AND DRIVER EXPECTATIONS

All proposers must agree to the driver expectations outlined by the School. Each proposer must complete and sign the Contractor and Bus Driver Expectations sheet (Attachment D) provided in the packet.

SPECIFICATIONS

Bus Transportation Services for students attending the School

SCOPE

The School is seeking proposals to provide transportation services for students in the School, beginning on or about 8/1/2019 and continuing for 24 months thereafter with an option to renew for four one-year periods. The School operates an open-enrollment charter school and is authorized by the Louisiana Board of Elementary and Secondary Education. Vendors are encouraged to review this entire RFP upon receipt. All questions should be e-mailed to Anthony Crim, acrim@nolacollegeprep.org

The locations of the School's campus and programs along with estimated student enrollment for 2019-2020 school year are shown below:

LOCATIONS:

1. Crocker College Prep-2301 Marengo St. New Orleans, LA 70115
2. Cohen College Prep-3520 Dryades St. New Orleans, LA 70115
3. Homer A. Plessy Community School-721 St. Phillip St. New Orleans, LA 70116
4. Living School-6003 Bullard Avenue, New Orleans, LA 70128
5. Fannie C. Williams-11755 Dwyer Rd. New Orleans, LA 70128
6. Rooted School-4238 St. Charles Ave. New Orleans, LA 70115
7. Mary D. Coghill Elementary School-4617 Mirabeau Ave. New Orleans, LA 70126

ESTIMATED ROUTE REQUIREMENTS:

Regular School Year (approximately August 5th, 2019 to May 22, 2020 plus summer school in June 2020)

1. Crocker College Prep

- a. **Estimated Enrollment:** 550 Total Students
- b. **Estimated Daily Routes:**
 - i. 7 regular education routes
 - ii. 3 special education routes shared with Cohen College Prep

2. Cohen College Prep

- a. **Estimated Enrollment:** 300 Total Students
- b. **Estimated Daily Routes:**
 - i. 3 regular education routes
 - ii. 3 special education routes shared with Crocker College Prep

3. Homer A. Plessy Community School

- a. **Estimated Enrollment:** 430 Total Students
- b. **Estimated Daily Routes:**
 - i. 5 regular education routes

4. Living School

- a. **Estimated Enrollment:** 80 Total Students
- b. **Estimated Daily Routes:**
 - i. 1 regular education routes
 - ii. 1 special education route

5. Fannie C. Williams

- a. **Estimated Enrollment:** 525 Total Students
- b. **Estimated Daily Routes:**
 - i. 11 regular education routes
 - ii. 2 special education route

6. Rooted School

- a. **Estimated Enrollment:** 160 Total Students
- b. **Estimated Daily Routes:**
 - i. 4 regular education routes

7. Mary D. Coghill Elementary School

- a. **Estimated Enrollment:** 600 Total Students
- b. **Estimated Daily Routes:**
 - i. TBD regular education routes
 - ii. TBD special education route

***Proposers should note that each School included herein will directly contract with the selected vendor in their sole discretion. Therefore, locations and routes may vary depending on a School's decision to contract with the selected vendor**

SATURDAY SCHOOL TRANSPORTATION

N/A

SUMMER SCHOOL TRANSPORTATION

Summer School schedule to be provided when available.

The selected contractor(s) will be responsible for transporting students to and from their designated pick-up and drop-off sites to attend their designated campus each School day including designed Saturday School and Summer School routes.

Additional transportation support services will be required on an as needed basis. Examples of such support services may include, but are not limited to, extracurricular field trips, athletic and academic competitions, and other events which may occur from time to time which require the need to move students to or from the campus they attend.

Required Submittals (Attachment A)

Submittal 1	<u>Implementation Plan</u> Respondent shall detail their implementation plan and specific time lines to be followed. Include information on current routing software used and systems to keep an accurate database of routes, stops and student riders.
Submittal 2	<u>Experience in School Transportation</u> Respondent shall provide a statement of its qualifications to provide the specific services requested herein.
Submittal 3	<u>References</u> Respondent shall supply a list of two (2) references and contracts describing their experience in transporting School-age children. Names, addresses and phone numbers of the references must be included.
Submittal 4	<u>Maintenance Program</u> Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered. Provide a description of a periodic report that will be required by the district to provide updated information on the condition, age, and maintenance of the local fleet.
Submittal 5	<u>Driver Safety and Training Program</u> Respondent shall provide an overall description of its training process and driver education program. Feature the student management training program, not only for beginners, but annual and periodic training practices and evaluations. Provide examples of effective student management programs currently in place.
Submittal 6	<u>Student Safety Program</u> Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented.
Submittal 7	<u>Proposal Form (Attachment B)</u> Respondent must provide a fixed cost proposal for the services requested. Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the respondent's proposal relative to the other criteria listed here.
Submittal 8	<u>Transportation Assurances (Attachment C)</u> In order to ensure safety and compliance with State and Federal regulations, respondent must agree to the assurances, initialing on each line that compliance is met.
Submittal 9	<u>Contractor and Driver Assurances (Attachment D)</u> In order to ensure high quality services for School students, staff and families, the respondent must agree to the assurances for contractor and bus driver expectations, initialing on each line that compliance will be ensured.
Submittal 10	<u>Customer Feedback</u> Respondent shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.
Submittal 11	<u>Customer Service Philosophy</u> Respondent shall describe its customer relations philosophy and its program in this area.

All submittals must be included in the RFP package returned on 5/3/2019 by 3:00 PM. It is recommended that each submittal be typed on a separate sheet of paper with the heading "Response to Submittal #____ for the School RFP" at the top and the name of your firm or company underneath.

PROPOSAL FORM (Attachment B)

Proposed prices shall be submitted based on the Per Route Daily Rate. Each invoice period, total home-to-School-to-home charges submitted to the School shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The School reserves the right to require the Contractor to add and delete buses to or from service at the rates specified below subject to any price escalation clause. Prices should reflect service for Monday through Friday route services, Saturday School services, and Summer School services.

TIERED BUSES ROUTES

The School may request that the vendor provide routes for tiered busing. Please indicate the daily charge for tiered routes:

Tiered Buses Per Route Charge: \$_____

AFTERSCHOOL PROGRAMMING ROUTES

The School may request that the vendor provide routes for afterschool programming. Please indicate the daily charge for afterschool routes:

Afterschool Program Per Route Charge: \$_____

ADDITIONAL DISMISSAL TIME

The School may request that the vendor provide a second dismissal time in one day. Please indicate the daily charge for a second dismissal run:

Second Dismissal Per Route Charge: \$_____

SPECIAL EDUCATION VAN ROUTES

The School may request that the vendor provide van routes for special education students. Please indicate the daily charge for van routes if it can be provided:

Van Special Education Per Route Charge: \$_____

BUS MONITOR SERVICES

The School may request that the vendor provide bus monitors for certain routes. Please indicate the daily charge for bus monitors for each home-to-School-to-home route:

Bus Monitor Per Route Charge: \$_____

Special Education Bus Monitor Per Route Charge: \$_____

In addition to home-to-School transportation, the School expects the supplier(s) to provide transportation services in support of other School related activities. If the School requests bus service that conflicts with normal home-to-School service, the Contractor shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond

the numbers needed to provide regular home-to-School service and will preclude the use of home-to-School vehicles.

**Additional Transportation Services
Extracurricular Trips, Mid-Day Runs, and Other District Requested Bus Service**

	Minimum Trip Charge (___ hrs)	Hourly Rate Over Minimum Trip	Mileage Rate (If Any)
All Bus Capacities	\$	\$	\$

PLEASE INDICATE THE NUMBER OF ROUTES BELOW THAT YOUR FIRM DESIRES TO BE AWARDED.

____ ROUTES FOR THE SCHOOL

PLEASE PROVIDE ANY ADDITIONAL INFORMATION REGARDING YOUR PROPOSED PRICING IN THE SPACE BELOW, INCLUDING IN FUTURE PRICE ESCALATION FORMULAS OR MODELS (attach additional sheets if necessary):

ATTACHMENT C - TRANSPORTATION ASSURANCES

In order to ensure safety and compliance with State and Federal regulations regarding student transportation, the transportation contractor must agree to the following assurances:

(initial each line to confirm acceptance)

- All School buses have operational and lighted stop arms
- All School buses have mirrors in working order
- All School buses are equipped with first aid kits and fire extinguishers
- All School buses have back up alarms
- All School buses have working emergency exit doors
- All School buses have functional front arm extensions
- All School buses have School name, district, or company name posted on midline of bus on both sides
- All School buses have up to date inspection sticker
- School bus emergency exit drills are conducted annually

Assurances completed by:

Signature

Date

Printed Name

Title

Organization

ATTACHMENT D - CONTRACTOR AND DRIVER EXPECTATIONS

In order to ensure high quality services for School students and families, the transportation contractor must agree to the following bus driver expectations:

(initial each line to confirm acceptance)

Responsibilities of Contractor:

- School must be notified in advance of any change of permanent driver to a daily route.
- School must be notified in advance of any substitute driver being assigned to a route.
- Contractor must immediately notify School of any “dead” stops or changes to stops or routes.
- Contractor must provide video footage to the School within 24 hours of request by School.
- Contractor must notify School within 30 minutes of anticipated arrival if any buses will be delayed to arrival (AM) or dismissal (PM) routes.
- Contractor must notify School of any instance of accident, crime or injury that occurs involving the School students within one (1) hour of incident.
- Contractor and all associated staff members must model appropriate language and professionalism in interactions with School staff, students and parents.

Responsibilities of Drivers:

- Drivers shall not deviate from the designated and written route except by consent of the School or, in the case of an emergency, which shall be reported promptly to the dispatcher.
- Students below the age of 8 must not be let off the bus without a parent or guardian present, unless written exception has been provided to the driver.
- Drivers must document any incidents or behavior issues in writing per the incident report form prior to departure from School after AM arrival.
- Drivers must notify dispatch immediately of any “dead” stops or changes to stops or routes to make a permanent change to the route.
- Drivers must notify dispatch of any instance of accident, crime or injury that may occur involving School students within one (1) hour of the incident.
- Drivers must adhere to the timetable set forth by the transportation company and agreed to by the School. If a child is not at his/her stop, drivers will wait no more than 2 minutes after the scheduled time before continuing the route. Any changes to the timetable must be communicated to and authorized by the School before execution.
- Drivers must only dismiss students from the bus upon arrival once it has been met by an authorized School representative. Students with special needs must be met and escorted off the bus by a staff member.

_____ Drivers must notify dispatch and School personnel if they will be late to the School for any reason and include an approximate time of arrival.

_____ Drivers must model appropriate language and professionalism in interactions with School staff, students and parents.

Agreed to and completed by:

Signature

Date

Printed Name

Title

Organization

ATTACHMENT E – Contractor Insurance Requirements

The selected supplier shall obtain and maintain, at all times the contract is in effect, insurance with carriers having an AM Best rating of [A-VII], against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of the selected supplier's business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. Must include coverage for sexual abuse or molestation.
- Business automobile insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- Excess or Umbrella coverage with limits of not less than \$5,000,000 which shall be excess over the general liability, employer's liability and automobile liability coverages.

Such policies shall name the School (specific name and its officers, employees, agents, volunteers, etc. as developed by their legal counsel) as additional insured for both ongoing and completed operations on Auto Liability and General Liability. Such policies shall evidence the insurer's waiver of subrogation in favor of School with regard to general liability, auto, and workers' compensation policies, be primary and noncontributory with any coverage maintained by School, and provide that notice of cancellation shall be provided to School in accordance with policy provisions.) The selected vendor shall provide duly executed certificates evidencing such types and limits of insurance as required above. Such certificates shall be deposited with School on or before the commencement date of the contract and upon renewals of such policies, not less than thirty (30) days following renewal of each policy. The selected vendor's failure to provide a certificate or Owner's acceptance of a non-conforming certificate does not waive these contractual insurance requirements

ADDITIONAL REQUIREMENTS

Coverages shall provide for thirty (30) day notice of cancellation, specifically name the School, its officers, and/or officials as additionally insured, and provide waiver of subrogation in favor of the School.

The selected vendor shall, prior to commencing any work under the contract, procure worker's compensation and employer's liability insurance. It shall be the further responsibility of the selected vendor to require that all sub-vendors have in full force and effect a policy of worker's compensation and employer's liability insurance before proceeding with any of the work required under the contract. The selected vendor shall procure and maintain, during the life of the contract, such public liability and property damage insurance including the operation of motor vehicles, with limits as herein provided, which will cover the selected vendor's and the School's legal liability arising out of the work performed by the selected vendor and any sub-vendor, and by anyone directly or indirectly employed by either party for claims for damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the contract.

ATTACHMENT F

**[STUDENT TRANSPORTATION AGREEMENT FOR SERVICES
DESCRIBED HEREIN]**

EXHIBIT G

[School's Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)]

**END OF the School RFP PACKAGE FOR
SCHOOL BUS TRANSPORTATION SERVICES**

ADDENDUM

**Due Date: 5/3/2019
DUE NO LATER THAN 3:00 PM
AT THE SCHOOL
Crocker College Prep
2301 Marengo Street
New Orleans, LA 70115
Or by email: acrim@nolacollegeprep.org**

Proposals received later than the date and time above will not be considered.